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March 17, 2016

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

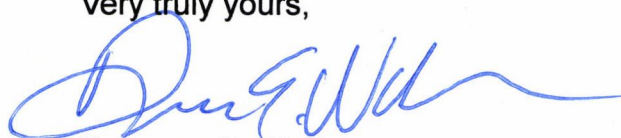
Re: Case No. IPC-E-16-04
New Energy One, LLC – Rock Creek Dairy
Idaho Power Company's Application for Approval of Firm Energy Sales
Agreement Amendment

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UTILITIES COMMISSION

Dear Ms. Jewell:

Enclosed for filing please find an original and seven (7) copies of Idaho Power Company's Application for Approval of Firm Energy Sales Agreement Amendment in the above matter.

Very truly yours,



Donovan E. Walker

DEW:csb
Enclosures

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Attorney for Idaho Power Company

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)	
IDAHO POWER COMPANY FOR APPROVAL)	CASE NO. IPC-E-16-04
OF THE SECOND AMENDMENT TO THE)	
FIRM ENERGY SALES AGREEMENT)	APPLICATION FOR
BETWEEN IDAHO POWER COMPANY AND)	APPROVAL OF FIRM ENERGY
NEW ENERGY ONE, LLC.)	SALES AGREEMENT
)	AMENDMENT
)	

Idaho Power Company ("Idaho Power" or "Company"), in accordance with RP 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 ("PURPA"), hereby respectfully applies to the Idaho Public Utilities Commission ("Commission") for an order approving the Second Amendment ("Amendment") to the Firm Energy Sales Agreement ("FESA") between Idaho Power Company and New Energy One, LLC, a PURPA Qualifying Facility ("QF"). The Amendment is submitted herewith as Attachment 1. This Amendment changes the Net Energy Amount notification process in the FESA similar to the process that has been approved by the

Commission in 22 other Energy Sales Agreements since August 21, 2014, and three other FESAs with PURPA QFs.

In support of this Application, Idaho Power represents as follows:

I. INTRODUCTION AND BACKGROUND

1. Idaho Power and New Energy One, LLC ("Seller") entered into an FESA on May 24, 2010, for the purchase and sale of energy produced by the Rock Creek Dairy project ("Facility") located near Filer, Idaho. This FESA was approved by the Commission in Order No. 32025 on July 1, 2010.

2. On August 13, 2014, the parties entered into a First Amendment to the FESA in order to change the definition of Mid-Columbia Market Energy Cost to be consistent with the stipulation approved by the Commission in Order No. 33053 on June 10, 2014. The First Amendment was approved by the Commission in Order No. 33184 on November 21, 2014.

3. Paragraph 6.2 of the FESA allows the Seller to adjust the "Initial Year Monthly Net Energy Amounts" on a quarterly basis consistent with a Commission directive that Seller revisions are to be submitted no sooner than "the end of month three and every three months thereafter." Order No. 29632, p. 23.

4. On February 19, 2016, the parties agreed to amend the FESA to allow the Seller to adjust the Net Energy Amounts on a monthly basis rather than a quarterly basis. This change to the FESA allows the Seller to update its monthly Net Energy Estimates on a monthly basis and is a reasonable change that maintains the existing requirements of the 90 percent/110 percent provisions of the FESA, while providing a more accurate estimate of monthly generation to the Company.

II. THE AMENDMENT

5. Since August 21, 2014, the Commission has approved approximately 22 Energy Sales Agreements between Idaho Power and QFs that have allowed QFs to change the “Initial Year Monthly Net Energy Amounts” on a monthly basis. In addition, the Commission has approved FESA amendments similar to this Amendment as recently as August 19, 2015. See Order Nos. 33358 and 33359. In Order No. 33102, issued on August 21, 2014, the Commission states:

[W]e find that monthly, as opposed to quarterly, reporting of energy generation estimates is a reasonably negotiated term between the parties and not inconsistent with the Commission’s guidance and findings in Order No. 29632. As we stated in that Order, “it is reasonable and operationally expedient to require QFs to provide Idaho Power with monthly kWh production estimates. . . . The Commission finds it reasonable to provide more frequent opportunities to revise generation estimates than [the two years] proposed by the Company. We find that the interest of the Company in planning for QF resources is better served if the generation forecast is a reliable estimate.” Order No. 29632 at 23.

Order No. 33102, p. 6. The Commission also states, “We find that a provision allowing for monthly generation estimate updates is consistent with that purpose.” *Id.*

6. The Amendment changes paragraph 6.2 to allow the Seller to adjust the “Initial Year Monthly Net Energy Amounts” on a monthly, rather than quarterly, basis. The Facility has been delivering energy since its initial Operation Date of August 13, 2012. The FESA provides that the “Initial Year Monthly Net Energy Amounts” may only be adjusted for future months by the Seller on a quarterly basis. Under this Amendment, the Seller can submit future revisions of its Monthly Net Energy Amounts on a monthly basis, with a minimum of 30 days’ notice prior to the beginning of the next

month, rather than once every three months. A table was added to the Amendment indicating both "Notification Month" and "Future Monthly Net Energy Amounts eligible to be revised," primarily to provide clarity to the confusing nature of the process required in the FESA to adjust the Estimated Net Energy Amounts and the Seller's desire to update the same.

7. The revised provisions still maintain the required one year of monthly generation estimates that can be used for long-term planning, but what is more critical is the short-term, operational planning needs. Moreover, a more accurate monthly estimate is more beneficial for integrating QF generation than locking in a three-month estimate. The parties agree that allowing the Seller to update its Estimated Net Energy Amounts on a monthly basis will result in a more accurate monthly forecast than what the Company receives currently with the quarterly revisions. Both Idaho Power and the Seller propose Commission adoption of this change. The Seller gains more clarity and flexibility in adjusting its estimated energy deliveries and Idaho Power maintains stability with the required year of monthly estimates as well a more accurate monthly forecasts, which are useful in the operational integration of QF generation.

III. PROCEDURE

8. Given the limited scope of the Amendment, and consistent with the Commission's prior orders as described above, Idaho Power requests that the Amendment be approved without further process.

9. Alternatively, should the Commission determine that further process is required, Idaho Power believes that a hearing is not necessary to consider the issues

presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201, *et seq.*

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

10. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

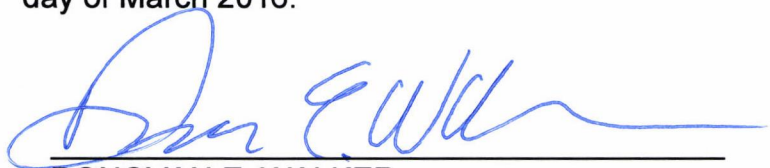
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V. REQUEST FOR RELIEF

11. Idaho Power respectfully requests that the Commission issue an order approving the Second Amendment to the Firm Energy Sales Agreement submitted herewith without change or condition

Respectfully submitted this 17th day of March 2016.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of March 2016 I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF FIRM ENERGY SALES AGREEMENT AMENDMENT upon the following named parties by the method indicated below, and addressed to the following:

New Energy One, LLC
Kenny Tolman
New Energy One, LLC
P.O. Box AJ
Filer, Idaho 83328

☐ Hand Delivered
☒ U.S. Mail
☐ Overnight Mail
☐ FAX
☒ Email kennytolman@newenergyone.com


Christa Bearry, Legal Assistant

BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-16-04

IDAHO POWER COMPANY

ATTACHMENT 1

**SECOND AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
NEW ENERGY ONE, LLC**

This Second Amendment of the Firm Energy Sales Agreement ("Second Amendment") is entered into on this 19th day of February, 2016 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and New Energy One, LLC, an Idaho limited liability company ("New Energy" or "Seller") (individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on May 24, 2010, ("Agreement") for the purchase and sale of energy produced by the Seller's facility ("Project") that was approved by the Idaho Public Utilities Commission ("Idaho PUC") in Order No. 32025 on July 1, 2010;

WHEREAS, on August 13, 2014, the Parties entered into a First Amendment to change the definition of Mid-Columbia Market Energy Cost in the Agreement consistent with the Stipulation approved by the Idaho PUC in Order No. 33053 on June 10, 2014. The First Amendment was approved by the Idaho PUC in Order No. 33184 on November 21, 2014;

WHEREAS, the Parties agree to amend the Agreement to replace Article 6, sections 6.2.2 and 6.2.3 relating to monthly Net Energy Amounts consistent with other recently approved Energy Sales Agreements and Amendments and to abide by the terms of this Second Amendment;

NOW THEREFORE, in consideration of the mutual promises and covenants and other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following amendments to the Agreement:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated in this Second Amendment and made a part of this Second Amendment by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Article VI: Purchase and Sale of Net Energy.** Article 6, sections 6.2.2 and 6.2.3 shall be deleted in their entirety and the following sections shall be substituted in their stead:
 - 6.2.2 Seller's Adjustment of Initial Year Monthly Net Energy Amounts - Prior to the Operation Date, the Seller may revise all of the previous initial year monthly Net Energy Amounts by providing written notice to Idaho Power in accordance with paragraph 25.1.
 - 6.2.3 Seller's Adjustment of Monthly Net Energy Amounts After the Operation Date - After the Operation Date, the Seller may revise any future monthly Net Energy

Amounts by providing written notice no later than 5 PM Mountain Standard Time on the last business day of the Notification Month specified in the following schedule:

Notification Month	Future monthly Net Energy Amounts eligible to be revised
November	January and any future months
December	February and any future months
January	March and any future months
February	April and any future months
March	May and any future months
April	June and any future months
May	July and any future months
June	August and any future months
July	September and any future months
August	October and any future months
September	November and any future months
October	December and any future months

- a.) This written notice must be provided to Idaho Power in accordance with paragraph 25.1 or by electronic notice provided and verified via return electronic verification of receipt to the electronic notices address specified in paragraph 25.1.
 - b.) Failure to provide timely written notice of changed Net Energy Amounts will be deemed to be an election of no change from the most recently provided Net Energy Amounts.
3. **Commission Approval.** The obligations of the Parties under this Second Amendment are subject to the Idaho PUC's approval of this Second Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this Second Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.
 4. **Effect of Amendment.** Except as expressly amended by this Second Amendment, the Agreement as previously amended by the First Amendment shall remain in full force and effect.
 5. **Capitalized Terms.** All capitalized terms used in this Second Amendment and not defined herein shall have the same meaning as used in the Agreement.
 6. **Scope of Amendment.** This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

7. **Authority.** Each Party represents and warrants that (i) it validly exists and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this Second Amendment.
8. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed in their respective names on the dates set forth below:

NEW ENERGY ONE, LLC

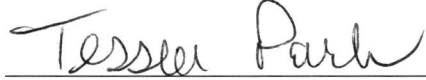
By: 

Name: Tom Harris

Title: Director

Date: 2-16-16

IDAHO POWER COMPANY

By: 

Name: Tessia Park

Title: VP Power Supply

Date: 2-19-16